

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>JEREMY W. FAITH, SBN 190647 Jeremy@MarguliesFaithLaw.com ORI S. BLUMENFELD, SBN 268005 Ori@MarguliesFaithLaw.com MARGULIES FAITH, LLP 16030 Ventura Blvd., Suite 470 Encino California 91436 Telephone: (818) 705-2777 Facsimile: (818) 705-3777</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee, Howard B. Grobstein</p>		<p>FOR COURT USE ONLY</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>			
<p>In re: Tina Michelle Pogue</p> <p>Debtor(s).</p>		<p>CASE NO.: 6:19-bk-16826-WJ CHAPTER: 7</p>	
		<p>NOTICE OF SALE OF ESTATE PROPERTY</p>	

Sale Date: 07/06/2021	Time: 1:00 pm
Location: Courtroom 304, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 06/22/2021

Description of property to be sold:

The Real Property located at 1050 Thompson Avenue, Banning, California 92220

Terms and conditions of sale:

The sale is as-is, where-is, without representations or warranties of any kind and is not subject to any contingencies.

Proposed sale price: \$ 280,000.00

Overbid procedure (if any):

See Exhibit "A"

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Sale Date: July 6, 2021

Time: 1:00 p.m.

Location: Courtroom 304, 3420 Twelfth Street, Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Counsel for Trustee:

Ori S. Blumenfeld

Margulies Faith LLP

16030 Ventura, Suite 470

Encino, California 91436

Telephone: (818) 705-2777

Facsimile: (818)705-3777

Email: Ori@MarguliesFaithLaw.com

Date: 06/15/2021

Exhibit A

OVERBID PROCEDURES

While the Trustee is prepared to consummate the sale with the Purchaser, he is also interested in obtaining the maximum price for the Property. Therefore, the sale is subject to overbid and the Trustee seeks approval of the following overbid procedures:

1. Unless the Trustee extends the time for bids to be submitted, by no later than 5:00 p.m. on July 5, 2021, any party wishing to present an overbid must deliver the following to the Trustee's counsel at the law office of Margulies Faith, LLP, 16030 Ventura Blvd., Suite 470, Encino, California, 91436, and email Trustee's counsel such documents at: Ori@MarguliesFaithLaw.com:

(a) a deposit in the form of a cashier's check in the amount of \$15,000 payable to "A&A Escrow Services, Inc." (the "Deposit"); and

(b) written evidence to demonstrate to the reasonable satisfaction of the Trustee in his sole discretion, that the proposed overbidder has the financial ability to pay the full amount of the overbid and unconditionally close the sale (e.g., pre-approved loan based on the buyer's written application and credit report, or have cash, and evidence of the same).

2. A party's initial overbid must be no less than \$290,000 (i.e., \$10,000 above the current Purchase Price), with each additional bid in \$2,500 increments ("Overbid").

3. In his sole discretion, the Trustee may waive the deadline for submission of overbids. The acceptance of any overbid from a qualified bidder will be in the Trustee's sole discretion and may be made prior to or at the time of hearing to confirm the sale.¹

4. If qualified overbids are received and accepted by the Trustee, an auction will be held at the time of the hearing on the Trustee's motion for approval of the Proposed Sale. The Trustee will propose to the Court that each overbid to be made at the hearing be at least \$2,500 higher than the then-highest overbid.

¹ If the Trustee determines at or before the hearing that the bidding procedures should be altered, due to the prevalence of COVID19 and county and state regulations and restrictions in place due to such, the Trustee will so apprise the Court at or before the hearing and will request approval of the bidding procedures as revised.

1 5. In the event the Trustee receives multiple Overbids in the same amount,
2 the Trustee will accept the Overbids in the order they are received such that only the
3 overbidder submitting such bid first will be deemed to have made a bid in such amount
4 and the other overbidders must increase their bid to be eligible to purchase the
5 Property.

6 6. At the conclusion of the auction, the Trustee will have the right, based
7 solely on his business judgment and sole discretion, to recommend to the Court for
8 confirmation the offer that the Trustee determines is the best overall offer.

9 7. If the Court approves the sale to a bidding party (hereinafter the
10 “Successful Bidder”), the Successful Bidder will be bound by all of the terms of the
11 Trustee’s proposed purchase and sale agreement (the “Agreement”) except as to price,
12 without contingencies (including any financing contingency). The Successful Bidder’s
13 Deposit will be retained by the Trustee and will be applied to the sale price. The
14 Deposit will be non-refundable in the event that, for any reason whatsoever, the
15 Successful Bidder fails to close the sale timely.

16 8. The closing will take place as soon as practicable after entry of the Court’s
17 Sale Order, but no later than the first business day after fourteen (14) calendar days
18 following entry of the Sale Order. The Trustee and the Successful Bidder may mutually
19 agree in writing to extend the time for closing.

20 9. In his sole discretion, the Trustee may request that the Court confirm a
21 “Back-Up Buyer” so that if the Successful Bidder does not close timely the Trustee may
22 sell the Property to the Back-Up Buyer for the amount of such Back-Up Buyer’s last bid.
23 The Back-Up Buyer’s Deposit will be retained by the Trustee. If the sale to the
24 Successful Bidder does not close timely, the Trustee will advise the Back-Up Buyer
25 accordingly. The closing will take place on or before fourteen (14) calendar days
26 following the date on which the Trustee gives notice to the Back-Up Buyer of the
27 Successful Bidder’s failure to close. The Back-Up Buyer will be bound by all of the
28 terms of the Agreement except as to price, without contingencies (including any

financing contingency). The Back-Up Buyer's Deposit will be applied to the sale price. The Deposit will be non-refundable in the event that the Back-Up Buyer fails to close the sale timely.

10. If a qualified overbidder is not the Successful Bidder or the Back-Up Buyer, the overbidder's Deposit will be returned to the overbidder within ten court days from the date of the hearing. If the sale to the Successful Bidder closes, the Back-Up Buyer's Deposit will be returned to the Back-Up Buyer within ten court days from the date of closing.

11. If the sale closes to a Successful Bidder or a Back-Up Buyer, the 6% brokerage commission will be split as follows: 50% to Broker (the Trustee's real estate broker); and 50% to the broker(s) of the Successful Bidder or Back-Up Buyer.

**IN THE EVENT THAT ANY BUYER FAILS TO PERFORM, THE DEPOSIT
WILL BE FORFEITED. ALL SALES ARE AS IS, WHERE IS, WITHOUT
REPRESENTATIONS, WARRANTY OR RECOURSE.**

Consideration: The Trustee estimates that the proposed sale will generate net proceeds for the Estate of approximately \$110,238.60 calculated as follows:

Proposed Sale Price	\$	280,000
Estimated Real Property Taxes	(\$	6,756)
1 st Mortgage	(\$	144,175)
Est. Costs of Sale (8%)	(\$	22,400)
Est Net Proceeds Estate	\$	106,669

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
16030 Ventura Blvd., Suite 470, Encino, CA 91436

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 06/15/2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 06/15/2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

06/15/2021
Date

Angela Saba
Printed Name

/s/ Angela Saba
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Attorney for Chapter 7 Trustee: Ori S Blumenfeld Ori@MarguliesFaithLaw.com,
Helen@MarguliesFaithLaw.com;Angela@MarguliesFaithLaw.com;Vicky@MarguliesFaithLaw.com
Attorney For Chapter 7 Trustee: Jeremy Faith Jeremy@MarguliesFaithlaw.com,
Helen@MarguliesFaithlaw.com;Angela@MarguliesFaithlaw.com;Vicky@MarguliesFaithlaw.com
Chapter 7 Trustee: Howard B Grobstein (TR) hbgtrustee@gtllp.com, C135@ecfcbis.com
Attorney for Debtor: Neil R Hedtke hedtkelg@gmail.com,
hedtkeecf@gmail.com;r42667@notify.bestcase.com;rowena@flatrocklegal.com
Interested Party: Noreen A Madoyan Noreen.Madoyan@usdoj.gov
Attorney for Chapter 7 Trustee: Meghann A Triplett Meghann@MarguliesFaithlaw.com,
Helen@MarguliesFaithlaw.com;Angela@MarguliesFaithlaw.com;Vicky@MarguliesFaithlaw.com
UST: United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov